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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

THE BOARD OF TRUSTEES, in their
capacities as Trustees of the LABORERS
HEALTH AND WELFARE TRUST FUND
FOR NORTHERN CALIFORNIA;
LABORERS VACATION-HOLIDAY TRUST
FUND FOR NORTHERN CALIFORNIA;
LABORERS PENSION TRUST FUND FOR
NORTHERN CALIFORNIA; and LABORERS
TRAINING AND RETRAINING TRUST
FUND FOR NORTHERN CALIFORNIA,

Plaintiffs,

v.

T AND S DVBE, INC., a California
Corporation,

Defendant.

No.

**COMPLAINT FOR BREACH OF
CONTRACT, DAMAGES & AUDIT**

Plaintiffs complain of Defendant T and S DVBE, Inc. and for cause of action allege:

1 **I. JURISDICTION AND INTRADISTRICT ASSIGNMENT**

2 This action arises under and is brought pursuant to Section 502 of the Employee
3 Retirement Income Security Act, as amended (ERISA), 29 U.S.C§1132, and section 301 of the
4 Labor Management Relations Act (LMRA), 29 U.S.C. § 185. Venue properly lies in this district
5 court since contributions are due and payable in the County of San Francisco. Therefore,
6 intradistrict venue is proper.

7 **II. PARTIES**

8 At all times material herein, Plaintiffs, The Board of Trustees, were Trustees of the
9 Laborers Health and Welfare Trust Fund for Northern California (hereinafter “Welfare Fund”);
10 Laborers Pension Trust Fund for Northern California (hereinafter “Pension Fund”); Laborers
11 Vacation-Holiday Trust Fund for Northern California (hereinafter “Vacation Fund”); and the
12 Laborers Training and Retraining Trust Fund for Northern California (hereinafter “Training
13 Fund”) (collectively referred to as “Trust Funds”). At all times material herein, each of the
14 above-named Trust Funds was, and now is, an employee benefit plan created by a written Trust
15 Agreement subject to and pursuant to section 302 of the LMRA (29 U.S.C. § 186), and a multi-
16 employer employee benefit plan within the meaning of sections 3, 4 and 502 of ERISA (29
17 U.S.C. §§ 1002, 1003 and 1132). Each of the above-named Trust Funds is administered by a
18 Board of Trustees which may bring this action in the name of the Trust Funds pursuant to the
19 express provisions of the Trust Agreements. All of the above-named Trust Funds and their
20 respective Board of Trustees shall hereinafter be designated collectively as “Plaintiffs”.

21 **III.**

22 At all times material herein, Defendant T and S DVBE, Inc. (hereinafter “T & S DVBE”),
23 has been an employer within the meaning of section 3(5) and section 515 of ERISA (29 U.S.C. §§
24 1002(5), 1145) and an employer in an industry affecting commerce within the meaning of section
25 301 of the LMRA (29 U.S.C. § 185).

ALLEGATIONS APPLICABLE TO ALL CLAIMS FOR RELIEF

IV.

T & S DVBE is signatory and bound to a written collective bargaining agreement with the Northern California District Council of Laborers (“Union”), a labor organization within the meaning of section 301 of the LMRA (29 U.S.C. § 185). T & S DVBE became subject to all the terms and conditions of the Laborers’ Master Agreement for Northern California (hereinafter “Master Agreement”) by virtue of signing a Memorandum of Agreement (hereinafter “Memorandum Agreement”) with the Union. The Memorandum Agreement incorporated the Master Agreement by reference. A true and correct copy of the 2014-2019 Laborers Master Traffic Control/Highway Improvement Agreement between the Associated General Contractors of California, Inc. and the Union, is attached hereto as Exhibit “A”. A true and accurate copy of the Memorandum Agreement is attached hereto as Exhibit “B” and is incorporated by reference herein. Additionally, T & S DVBE is signatory to a Subcontractor Agreement with a contractor who is signatory and bound to the Master Agreement. The Subcontractor Agreement requires T & S DVBE to abide by, and be bound to, the Master Agreement for the job for which the Subcontractor Agreement was entered. A true and correct copy of the Subcontractor Agreement signed by T & S DVBE for the Highway 97 project, is attached hereto as Exhibit “C”. The Master Agreements by their terms incorporate the various Trust Agreements establishing each of the Plaintiffs Trust Funds (hereinafter the Master Agreements and Trust Agreements are collectively referred to as the “Agreements”). By said Master Agreements, T & S DVBE promised that it would contribute and pay to Plaintiffs the hourly amounts required by the Agreements for each hour paid for or worked by any of its employees who performed any work covered by said Agreements.

V.

The Agreements provide for prompt payment of all delinquent contributions to the various Trust Funds, and provide for the payment of interest on all delinquent contributions, liquidated damages as a reasonable attempt to cover the damages incurred by the Trust Funds in the event of a breach by the employer where it would be impracticable or extremely difficult to calculate

losses at the time the Agreements were negotiated, attorneys' fees and other collection costs, and for the audit of the signatory employer or employers' books and records in order to permit the Plaintiffs to ascertain whether all fringe benefit contributions have been timely paid as required by the applicable labor agreements and law.

FIRST CLAIM FOR RELIEF
(BREACH OF CONTRACT BASED ON AUDIT)

VI.

Plaintiffs incorporate and reallege by reference all the allegations stated hereinabove.

VII.

Pursuant to the Agreements and the Trust Agreements, an audit of T & S DVBE's books and records, covering the time period 2015 to 2019 ("Audit Period") was conducted by the Plaintiffs to determine whether T & S DVBE complied with its reporting and payment obligations regarding contributions owed for covered work performed under the Master Agreement. The audit revealed that T & S DVBE failed to pay contributions owed to the Trust Funds as required by said Agreements.

VIII.

Written demand has been made of T & S DVBE for payment of the amounts determined to be due and owing pursuant to the audit. To date, T & S DVBE has refused to pay such amounts and there is now due, owing and unpaid to Plaintiffs Trust Funds from T & S DVBE, fringe benefits contributions in the amount of \$206,581.62, and liquidated damages and interest in the amount of \$202,352.15 in relation to such unpaid contributions which have not been submitted to the Trust Funds as required by said Agreements.

SECOND CLAIM FOR RELIEF
(ACTUAL DAMAGES FOR BREACH OF CONTRACT)

IX.

Plaintiffs incorporate and reallege by reference all the allegations stated hereinabove.

X.

T & S DVBE has failed, neglected and refused to make timely fringe benefit contributions as required by the applicable Master Agreements and Trust Agreements, and have caused Plaintiffs actual damages in an amount to be proven at trial.

THIRD CLAIM FOR RELIEF
(AUDIT)

XI.

Plaintiffs incorporate and reallege by reference all the allegations stated hereinabove.

XII.

Plaintiffs believe that additional amounts may be due and owing.

WHEREFORE, Plaintiffs pray judgment against T & S DVBE as follows:

1. That T & S DVBE be ordered to pay at least \$206,581.62 in unpaid contributions, and liquidated damages and interest in the amount of at least \$202,352.15, in relation to such unpaid contributions, revealed as owed by the audit covering the time period 2015 to 2019;
2. That T & S DVBE be ordered to pay actual damages according to proof;
3. That this Court issue an Order permanently enjoining T & S DVBE for so long as it remains obligated to contribute to the Trust Funds, from failing, neglecting, or refusing to timely submit required monthly contributions reports and payments as required by the terms of the collective bargaining agreements, Trust Agreements and ERISA sections 502(a)(3) and (g)(2) (29 U.S.C. § 1132(a)(3), (g)(2));
4. That T & S DVBE be ordered to Plaintiffs' pay attorneys' fees;
5. That T & S DVBE be ordered to pay Plaintiffs' costs of suit herein;
6. That this Court grant such further relief as this Court deems just and proper and;
7. That this Court retain jurisdiction of this matter to enforce the Order compelling an Audit and payment of all amounts found due and owing.

Dated: July 20, 2021

WEINBERG, ROGER & ROSENFELD
A Professional Corporation

By: /s/ Conchita E. Lozano-Batista
CONCHITA E. LOZANO-BATISTA
Attorneys for Plaintiffs

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EXHIBIT A

NORTHERN CALIFORNIA

LABORERS MASTER TRAFFIC CONTROL/HIGHWAY IMPROVEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of June, 2014, effective the 1st day of July, 2014 through June 30, 2019, by and between ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC., the collective bargaining representative of the Employer, herein referred to as "EMPLOYER" and the NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS OF THE LABORERS INTERNATIONAL UNION OF NORTH AMERICA, hereinafter referred to as "UNION".

Section 1 General Provisions

A. Definitions

- (1) The term "Individual Employer" shall mean (1) an employer who has authorized the Association (Employer) to represent said Individual Employer with respect to collective bargaining with the Union; or (2) is bound to the terms and conditions of this Agreement under the subcontracting requirements of this Agreement; (3) directly signs this Agreement with the Union as an Independent or Non-Association Member. The Employer agrees to provide the Union with a current list of Individual Employers for whom it has authority to represent.
- (2) This Agreement covers the following:
 - (a) This Agreement covers onsite work in connection with lane closures, directing and redirecting traffic in conjunction with publicly funded Highway and Heavy Engineering construction and Private Utility Work.
 - (b) This Agreement covers construction zone traffic control pilot car drivers who guide traffic through the construction zone with the help of the flaggers in conjunction with publicly funded Highway and Heavy Engineering construction and Private Utility Work.
 - (c) This Agreement covers all onsite striping work in conjunction with publicly funded Roadways, Highways, Heavy Engineering, Freeways, Airports, Runways, Heliports, Parking Lots, Playgrounds, and Game Courts and Private Utility Work and related work performed as part of the striping by the Individual Employer or the subcontractor of the Individual Employer, which includes but not limited to:
 1. All work in connection with the layout, painting, application and installation of protective coatings, painted lines, arrows, traffic stripes and markings; hot thermo plastic; tape traffic stripes and marking; plural component materials, etc.
 2. All Traffic Delineating Device Applicator and installation work in connection with the layout and application of pavement markers, striping, delineating signs, rumble and traffic bars, adhesives, guide markers; thermoplastic delineators and reflective traffic tape, other traffic delineating devices; including all related surface

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preparation (sandblasting, waterblasting, shot blast, grinding) as part of the application process.

3. All Traffic Surface Abrasives Blaster work in connection with the removal of traffic lines and markings; preparation of surface for coating and traffic control devices; and operation of all related machinery and equipment.
4. All Traffic Protective Delineating Systems Installer work in connection with removal, relocation, installation, of permanently affixed roadside and parking delineating barricades, fencing, guardrail, cable anchor, reference signs, monument markers and car stops.
5. All Decorative asphalt work or services pertaining to line and pavement marking on streetscapes, parking lots, air fields, highways, game courts (both indoor & outdoor) and other such surfaces; installation and maintenance thereof of any material or composition material used instead of paint.

(d) This Agreement covers the truck mounted and trailer mounted attenuators (crash/impact cushion) vehicle drivers in conjunction with publicly funded Highway and Heavy Engineering construction and Private Utility Work.

(3) This Agreement does not apply to superintendents, assistant superintendents, general foremen, civil engineers and their helpers, time keepers, messenger persons, shop and fabrication employees, confidential employees and office help.

(4) This Agreement does not cover the following work items(*):

- (a) Delivery and return of traffic industry material and equipment to and from the work site.
- (b) Repair and/or service of traffic industry material and equipment at the work site.

(*) However, any employee working under this Agreement for the ongoing set-up or removal of an operational lane closure, construction sign, or crash cushion shall also perform any initial set-up of traffic control devices at the work site, and final pick-up of traffic control devices from the work site is covered under the provisions of this Agreement.

(5) This Agreement shall apply to Northern California, which term means that portion of the State of California above the northerly boundary of Kern County, the northerly boundary of San Luis Obispo County, and the westerly boundary of Inyo and Mono Counties, which includes the following Counties: Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba.

Section 2 Bargaining Representatives

A. Unions' Recognition of Collective Bargaining Representative of Employer

In the event the Union (District Council) enters into any other Agreement with other Employers or Employer Associations concerning the type of work covered hereby in the area which shall have terms more favorable to such employers or employer associations, then such more favorable provisions shall become a part of and apply to this Agreement only in the Geographical Area where such other Agreement is in effect.

The Union has requested recognition as the Section 9(a) representative of the employees performing Traffic Control Laborers' work covered by this Agreement and has demonstrated or offered to demonstrate through authorization cards that it has the support of the majority of these employees. The Employer and each Individual Employer expressly acknowledge that they and each of them have satisfied themselves that the Union and/or each of its local affiliates represents a majority of the employees employed to perform Laborers' work and agrees that the Union and/or each of its constituent Locals is the collective bargaining representative of such employees. The Employer on behalf of itself and each of its members and each Individual Employer specifically agrees that it and they are establishing or have established a collective bargaining relationship by this agreement within the meaning of Section 9(a) of the National Labor Relations Act of 1947, as amended. The Union is recognized as the sole and exclusive bargaining agent for itself, the Northern California District Council of Laborers and all of its affiliated Local Unions.

Any dispute concerning this Section shall be resolved by a mutually agreed upon neutral Arbitrator, either during the term of this Agreement or anytime thereafter, whenever the issue is raised by either party. The Employer, on behalf of itself and each of its members and each Individual Employer, specifically agrees that the neutral Arbitrator may order (as the Arbitrator deems appropriate) the parties to bargain in good faith for any period following a written notice of termination of the Agreement unless and until a lawful impasse occurs or until a successor Agreement is negotiated.

B. Employers' Recognition of Union as Collective Bargaining Representative of Employees

The Employers signatory to this Agreement hereby recognize and acknowledge the Northern District Council of Laborers of the Laborers' International Union of North America, AFL-CIO, as the collective bargaining representative for the employees in the area aforementioned covering the jurisdiction of the Union.

C. Access to Project

Due to the dangerous conditions that exist in a traffic control work zone and the need to maintain proper safety and to protect employees and the general public, union representatives shall notify the Individual Employer prior to accessing the project. While on the jobsite, the union representative shall not interfere with the contractor or the employees while any are engaged in the performance of their job.

Section 3 Union Security, Employment and Discharge

A. Union Security

- (1) Every person performing work covered by this Agreement shall be required, as a condition of employment, to apply for and become a member of the Union on or

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after the expiration of eight (8) days of employment on such work or following the execution of this Agreement, whichever is later. Every person covered by this Agreement and employed to perform work covered by this Agreement shall receive pay according to this Agreement by the Individual Employer.

- (2) Membership in the Union requires the payment of the Union's uniform initiation fees and dues, including supplemental dues. Failure to pay initiation fees and dues shall result in the employee's termination within two (2) work days of the Union's request to the Individual Employer.
- (3) If Federal law is hereafter amended to permit a lesser requirement for Union membership or Union membership as a condition of employment than provided in this Section, the Collective Bargaining Representative of the Individual Employer and the Union will promptly enter into negotiations with regard to such subject.
- (4) The Individual Employer shall be required to discharge any employee pursuant to this Section only when a written notice from the Union or Local Union, with an immediate copy of such notice to the Union, of such employee's non-compliance with this Section, stating all pertinent facts showing such non-compliance, shall have been served upon such Individual Employer and a reasonable time (not to exceed 48 hours) has been allowed for compliance therewith.
- (5) No employee shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination by not having full access to the contents of Section 3 (Employment and Discharge) of the AGC/Laborers Master Labor Agreement.

B. Employment

- (1) There shall be no restriction on the mobility of workers of the Individual Employers in the 46 Northern California Counties.
- (2) Other than provided in this Agreement the Individual Employer agrees to abide by the hiring hall provisions and procedures of the Union.
- (3) When an Individual Employer submits a request for qualified employees to be dispatched by the Union, they shall make every reasonable effort to notify the Union within twenty-four (24) hours of hire.
- (4) The Union recognizes the need of the Individual Employer to have access to Union dispatched Laborers on an expedited basis and the Individual Employer recognizes the Union's obligation to operate a fair and efficient hiring hall. Notwithstanding the other provisions of this article, if the Individual Employer contacts the Local Union after posted dispatch hours and requests workers to be dispatched to a job site within twenty-four (24) hours of the Individual Employer's call to the Local Union (and the Individual Employer does not request the Laborer by name pursuant to subsection 6(a) or subsection 6(b) above), then the Local Union shall dispatch the person nearest the top of the out-of-work list who is present at the Local Union hiring hall, and if no Laborer is present, the person nearest to the top of the out-of-work list who can be contacted by telephone. If the Local Union is unable to contact a registrant by telephone after one (1) telephone call, the Local Union shall call the next qualified person on the list. A person who is not present at the Local Union hiring hall or reachable by telephone for an expedited dispatch under this section shall not be eliminated from the out-of-work list.

- (5) When an employee is dispatched to an Individual Employer by the Union under this Agreement, and the employee arrives at the job site after their designated reporting time, the employee shall be compensated only for the actual hours worked that day. Compensation shall be at the appropriate rate of pay, as defined under the AGC/Laborers Master Traffic Control/Highway Improvement Agreement.

C. Discharge

- (1) No employee shall be discharged or discriminated against for activity in or representation of the Union or any Local Union. The Local Union shall be the sole judge of the qualifications of its members.
- (2) The Individual Employer shall be the sole judge of the qualifications of all their employees, and may on such grounds, discharge any of them.
- (3) After thirty-two (32) hours of employment, no employee shall be discharged without just cause. During the first thirty-two (32) hours, the Individual Employer may reject or discharge any employee for any reason.

Section 4 Records

Each Individual Employer, upon request of any trust fund specified in this Agreement, shall permit a trust fund auditor to review any and all records relevant to the enforcement of the provisions of this Agreement pertaining to the trust funds. Such review shall be permitted not less than ten (10) working days after demand.

Section 5 No Cessation of Work

It is mutually agreed and understood that during the period when this Agreement is in force and effect, the Union or any Local Union will not authorize any strike, slow-down, or stoppage of work in any dispute, complaint, or grievance arising under the terms and conditions of this Agreement, except such disputes, complaints, or grievances as arise out of the failure or refusal of any Individual Employer to comply with the provisions of Sections 3A (Union Security) and 3B (Employment) hereof or whenever an Individual Employer pays workers improperly with checks which do not clear for collection. As to any Individual Employer who shall fail or refuse to comply with the provisions of the sections specified herein, so long as such failure or refusal continues it shall not be a violation of this Agreement if the Union or any Local Union withdraws its members who are subject hereto from the performance of any work for such Individual Employer, and such withdrawal for such period shall not be a strike or work stoppage within the terms of this Agreement. In the event that any employees of any Individual Employer should be withdrawn by reason of any dispute, complaint, or grievance arising out of the violation of any similar hiring clause in any agreement between Individual Employer and any other Union, then the Union or any Local Union may respect such withdrawal and for the period thereof may refuse to perform any work for such Individual Employer, and such refusal for such period shall not be a violation of this Agreement. Any employees so withdrawn or refusing to perform any work as herein provided shall not lose their status as employees, but no such employee shall be entitled to claim or receive any wages or other compensation for any period during which he has been so withdrawn or refused to perform any work.

Section 6 Grievance Procedures

Any dispute concerning the interpretation or application of this Agreement, other than a jurisdictional dispute or a dispute covered by Section 3A or 3B, or a dispute arising out of jurisdiction, or a dispute of Section 16 (Health & Welfare Plan, Pension/Annuity Plan, Vacation-Holiday-Dues Supplement Plan, Training-Retraining/Apprenticeship Plan) which said Sections and the Subsections thereof are specifically exempted by the provisions of this Section, the following procedure will apply:

1. In the event that a dispute arises on a job, it shall be first reported to the Individual Employer and/or the Business Agent of the appropriate Local Union who shall then attempt to adjust said grievance or dispute at the job site level.
2. The grieving parties shall specify the date(s) of the alleged violations(s) and the provision(s) of the Agreement applicable to the dispute.
3. If said grievance or dispute is not satisfactorily adjusted by the appropriate Local Union or otherwise authorized Union Representative and the Individual Employer or his/her representative within three (3) days after submission to the Individual Employer, the matter may be submitted by either party to a permanent Board of Adjustment created for the settlement of such disputes.
4. The Board of Adjustment shall be composed of two (2) members named by the Union, two (2) members named by the Association and an Impartial Arbitrator. At any point in the proceedings, should the panel be unable to reach a majority vote, the Arbitrator shall participate and his decision shall be final and binding.
5. In addition to any rules or procedures which the panel may adopt, the Board of Adjustment shall be governed by the following provisions:
 - (a) No attorney shall be utilized unless either party notifies the other of its intent to do so with a minimum of fourteen (14) calendar days in advance of the hearing.
 - (b) No briefs shall be submitted nor a transcript made of the hearing except by mutual agreement of the parties or by direction of the Arbitrator.
 - (c) In the case of a deadlock, the Arbitrator shall render his decision upon the conclusion of the case at the Board of Adjustment hearing unless the time is extended by mutual agreement of the parties or at the request of the Arbitrator, in which case the Arbitrator shall render a decision not later than thirty (30) days after submission. The Arbitrator shall not render an expanded opinion in any case unless requested by the parties.
 - (d) The parties shall select and utilize one (1) permanent impartial arbitrator who is willing to abide by the procedures set forth herein. The impartial arbitrator may be changed or replaced at the request of either party.
6. The Board of Adjustment shall meet not less than once each calendar month with the exception of the discharge cases which must be heard at the earliest possible date not to exceed fifteen (15) working days. Failure of either party to meet or participate in the procedure shall relieve the charging party of further compliance with the grievance procedure.

7. Decisions of the Board of Adjustment or an Impartial Arbitrator shall be within the scope and terms of this Agreement, and shall be final and binding upon all parties hereto. The Board of Adjustment or an Impartial Arbitrator shall only have jurisdiction and authority to determine the meaning, application of, or compliance with the provisions of this Agreement and shall not have jurisdiction or authority to add to or detract from, amend, modify or alter in any way the provisions of this Agreement or its intent.
8. In the event an Individual Employer fails to comply with any such decisions, the Union may withdraw employees or strike the Individual Employer and such action shall not be a violation of this Agreement so long as such noncompliance continues.
9. The expenses of the Joint Adjustment Board and the Impartial Arbitrator, including the cost of a court reporter, shall be borne by the Contract Administration Fund.
10. No proceedings hereunder based on any dispute, complaint or grievance herein provided for, shall be recognized unless the grievance procedure steps outlined above have been followed. The Board of Adjustment may, by majority vote, for good cause, accept a late submission.
11. The Board of Adjustment shall establish regular meeting dates and administer grievances filed in conjunction with this Section as set forth in the rules and procedures which may be amended from time to time by the parties.
12. A decision of the Board of Adjustment by majority vote, or the decision of a permanent arbitrator shall be enforceable by a petition to confirm an arbitration award filed in the Superior Court of the City and County of San Francisco, State of California.
13. All hearings of the Board of Adjustment shall be in the County of Contra Costa and/or County of Alameda, unless mutually agreed to move to another location.
14. No proceedings hereunder based on any dispute, complaint, or grievance herein provided for shall be recognized unless adequate notice was given to the Employer and/or Union or Local Union within ten (10) days after the alleged violation was committed.
15. In the case of discharge, the Board shall meet within fifteen (15) working days. The Board of Adjustment or Arbitrator shall be free to sustain the discharge or to find discipline other than discharge to be appropriate and may order reinstatement with full or partial back pay as he or it deems appropriate provided there shall be no discrimination on the part of the Individual Employer against any employee for activities in behalf of, or representation of the Union not interfering with the proper performance of his/her duties.
16. If failure of a Board of Adjustment to meet on a discharge case within fifteen (15) working days is due to the unavailability of the Union, the wage payment and Trust Fund contribution liability shall be limited to the above fifteen (15) working days. If the Employer or Individual Employer is unavailable to meet the wage payment and Trust Fund contribution, liability shall be continuing.
17. The Board of Adjustment shall settle any dispute or grievance involving a subcontractor as defined in Section 8 in the Agreement who has agreed under contract with the Employer, or any Individual Employer, or a subcontractor of the Employer, or any Individual Employer to perform on the job site any part or portion of the construction work covered by the prime contract, including the operation of equipment, performance of labor and installation of materials.

When liabilities are assessed against a subcontractor for hiring violations as a result of a Board of Adjustment held under the provisions of Paragraph 17 and said subcontractor fails to satisfy said obligations, the Union shall promptly give written notice to the Individual Employer and subcontractor and the Individual Employer shall pay such obligations from the retention of such subcontractor.

18. The procedures specified herein shall be applicable to any Individual Employer whether or not he or she is a member of Employer or any other associations.
19. In those instances where the Individual Employer is not a member of the Employer, the Joint Adjustment Board shall establish procedures whereby the Employer members of the Joint Adjustment Board may consist of one Individual Employer who is not a member of the Employer.

Section 7 Contract Administration

A trust fund entitled "The Contract Administration Trust Fund" shall be used to provide compensation to the Employer for negotiations and administration of the provisions of this Agreement, including the grievance procedure. The contribution into a Contract Administration Trust Fund shall not exceed eight cents (\$.08) per hour for each hour paid for or worked. At the discretion of the Trustees of said Trust, contributions to the Contract Administration Trust Fund may be increased by up to five cents (\$.05) per hour during the term of this Agreement. Such increase shall be effective on such dates as determined by the Trustees. The Trust Fund shall be administered solely by Trustees selected by the Employer in accordance with a trust agreement to be executed by the Employer. The contribution as described above shall commence with the work month following notice by the Laborers Northern California Trust Fund Corporation to the Employers. The Union shall have the right, not more than one (1) time per year, to independently audit the Trust Fund.

Section 8 Subcontractors

- A. The terms and conditions of this Agreement insofar as they affect the Individual Employer shall apply equally to any subcontractor under the control of, or working under contract with, such Individual Employer on any work covered by this Agreement which is to be performed at the site of construction, and said subcontractor, with respect to such work, shall be considered the same as the Individual Employer covered hereby.
- B. If an Individual Employer subcontracts any such work, provision shall be made in the subcontract for the observance by the subcontractor of all the terms and conditions of the Agreement. If an Individual Employer shall subcontract work herein defined, such subcontract shall state that such subcontractor agrees to be bound by and comply with the terms and provisions of this Agreement.
- C. A subcontractor is defined as any person (other than an Individual Employer covered hereby), firm, or corporation, who agrees in writing, to perform for or on behalf of any Individual Employer any part of the work covered by this Agreement.
- D. The Individual Employer will give written notice to the Union of any subcontract involving the performance of work covered by this Agreement within five (5) days of entering such subcontract. If thereafter such subcontractor shall become delinquent in the payment of any wages or benefits as above specified, the Union shall promptly give written notice thereof to the Individual Employer and to the subcontractor specifying the nature and amount of such delinquency. If such notice is given, the Individual Employer shall pay and satisfy only the amount of any such delinquency by such subcontractor occurring within seventy-five (75)

days prior to the receipt of said notice from the Union, and said Individual Employer may withhold the amount claimed to be delinquent out of the sums due and owing by the Individual Employer to such contractor. In the event the Individual Employer fails to give written notice of a subcontract as required herein, such Individual Employer shall be liable for all delinquencies of the subcontractor on that job or project without limitation.

Section 9 Productivity Enhancement

- A. The parties recognize that safety and productivity are essential in the traffic control, lane closure industry. It is therefore agreed by the parties that the Union and the Employer will work together to address the special needs of the industry regarding safety and journey person training to ensure the competitiveness of the Individual Employer.
- B. Management Rights Regarding Substance Abuse: Notwithstanding any other provisions of this agreement, the Individual Employer expressly reserves the right, in its discretion, to undertake the following measures:
 - (1) In the sole discretion of the Individual Employer, requiring covered employees to submit to physical examination by competent medical personnel, selected by the Individual Employer, to determine whether there is a probability that the employee is suffering from any physical impairment which might cause the employee to be a safety hazard to themselves or others, or which might cause the employee to be unable to perform assigned tasks within the coverage of this Agreement in a prompt and competent manner. Such tests may include, at the discretion of the Individual Employer, such tests of the employee's bodily fluids as the Individual Employer may reasonably believe will elicit evidence of the employee's use, or non-use, of substances which are reasonably likely to alter or impair the employee's ability to perform his or her duties in a prompt, competent and safe manner.
 - (2) Random Drug Testing – An Individual Employer may initiate unannounced random testing, a selection process where affected employees are selected for testing and each employee has an equal chance of being selected for testing. If an Individual Employer initiates such testing, all employees shall be subjected to such testing. The Individual Employer may establish two random testing pools; one for DOT regulated employees and one for all others. An Individual Employer who initiates random testing shall specifically state in its notice to the Union and its notice to employees that employees will be subject to random testing. The Individual Employer shall give thirty (30) days notice to the Union and employees prior to implementing a random drug testing program.
 - (3) Implementation of rules regarding the discipline and/or discharge of any employees that the Individual Employer determines, as a result of the tests described in subparagraph B-(1), are reasonably likely to become voluntarily impaired or disabled from the safe performance of their work tasks as a result of the ingestion of alcohol or performance impairing drugs.
 - (4) Implementation of a voluntary employee assistance program, to provide counseling, therapy and monitoring of those employees who request Individual Employer assistance in controlling and overcoming problems related to the use of drugs and alcohol.

Disputes arising from the implementation of the provisions of this paragraph shall be subject to the grievance procedures set forth below in this Agreement.

- C. Department of Transportation Substance Abuse Policy: The parties agree to utilize the stand alone Department of Transportation Substance Abuse Policy as well as the California Highway Patrol Drug and Alcohol regulations for testing qualified employees.

Section 10 Additional Work or Classifications

This Agreement shall not prevent the Individual Employer from negotiating or making agreements with the Union for any work or classification not covered by this Agreement. Whenever any work covered by this Agreement is to be eliminated or modified by the introduction of any new machine, mechanized process, new or different material, or new or different method or technology with respect to the performance of such work, persons employed under this Agreement and subject thereto, will be given preference for employment and will be assigned such work where it is not in conflict with International jurisdictional agreements with respect to such new machine, mechanized process, new or different materials, or new or different method or technology and the use of any such machine, mechanized process, new or different material, or new or different method or technology shall be subject to and covered by this Agreement regardless of the nature, size or characteristics of such new machine, mechanized process, new or different material or new different method or technology.

It is not the intent of the parties to provide work where no job exists.

Section 11 Jurisdictional Disputes

There shall be no cessation or interference in any way with any work of the Employer or any Individual Employer by reason of jurisdictional disputes between the Union and any other Union affiliated with the AFL-CIO or the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America with respect to jurisdiction over any of the work covered by this Agreement. Such disputes will be settled by the Unions, themselves, or submitted to the International Presidents of the Union involved in the dispute for determination. Until such determination is made and confirmed by the disputing Unions, the work shall proceed as originally assigned by the Individual Employer. Craft jurisdiction is neither determined nor awarded by classifications or coverage descriptions appearing in this Agreement.

Section 12 Overtime Rates Hours and Working Conditions

The parties to this Agreement recognize that there are unique safety concerns involved with applying traffic striping materials to roadways. The hours of work has to be planned around traffic concerns:

A. Work Day

Eight (8) consecutive hours (exclusive of meal period), shall constitute a day's work for straight time rates unless the job or project is on a four-ten (4 x 10) hour day workweek in which case the workday shall be ten (10) consecutive hours (exclusive of meal period) at straight time rates.

B. Lunch, Rest Periods, & Heat Illness Cool-Down Recovery Period

- (1) **Lunch.** There shall be a regularly scheduled meal period. The meal period shall be one-half (1/2) hour and shall be scheduled at approximately mid shift, or as close to mid shift as safety and operational conditions of the specific job will allow.

- (2) If the Individual Employer requires the Employee to perform any work covered by this Agreement through the scheduled meal period, the Employee shall be paid at the applicable overtime rate for such meal period, and shall be afforded an opportunity to eat on the Individual Employers time.
- (3) Rest Periods. Employees shall be authorized and shall be permitted to take a total of ten (10) minutes during each four (4) hour segment of their assigned work shift for a rest period.

There shall be no formal organized rest periods during working hours and as far as practicable the break will be taken as near to the middle of each four (4) hour work segment as possible. Rest periods shall be scheduled in a manner so as not to interfere with workflow or continuous operations and Individual Employers shall be able to coordinate the timing of each ten (10) minute rest break with their Employees to assure the continuity of work. Employees shall be required to remain in their respective work area, or to take their rest period in a specific area designated by the Individual Employer. The second rest period may be added to the end of the meal period or workday when working conditions so dictate as determined by the Individual Employer. Employees who work more than ten (10) hours shall be authorized and permitted three ten (10) minute rest periods.

It is understood that the Employee will take his/her appropriate rest period unless the Individual Employer specifically directs the Employee not to take this rest break due to operational requirements. Employees are required to notify their supervisor whenever they are unable to take their rest periods.

If an Individual Employer fails to authorize and permit an Employee with a rest period as provided herein, the Employee shall be paid a penalty payment equal to one (1) hour at his/her applicable hourly wage rate excluding fringe benefits for all missed rest periods that day.

- (4) Heat Illness Cool-Down Recovery Period. A heat illness preventative cool-down recovery period of no less than five (5) minutes shall be made available for employees working in high heat conditions in order to prevent heat illness.

Employees believing a preventative cool-down recovery period is needed to avoid heat illness or suffering from heat illness shall be provided access to an area with shade that is either open to the air or provided with ventilation or cooling. Such access to shade shall be permitted at all times. Cooling measures other than shade (e.g., use the misting machines) may be provided in lieu of shade if the Individual Employer can demonstrate that these measures are at least as effective as shade in allowing employees to cool.

Employees should not discount any discomfort or symptoms they are experiencing. They should immediately report any problems they are experiencing to a supervisor and coworker. Employees must notify their supervisors immediately if they believe they require access to shade, or alternative cooling measures and/or a preventative recovery period.

If an Individual Employer fails to provide an Employee a preventative cool-down recovery period in accordance with this Section, the Individual Employer shall pay the Employee one additional hour of pay at the Employee's regular rate of compensation, excluding fringe benefits, for each work day that a requested

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preventative recovery period is not provided. No employee shall be discriminated against for exercising his rights pursuant to this Section.

- (5) All disputes concerning meal, rest periods, and/or heat illness cool-down recovery period are subject to the Grievance Procedures in Section 6 of the Agreement and must be brought to the attention of the Employer, in writing, by the Union or employee within ten (10) calendar days of the alleged violation. Decisions resolving disputes arising out of the grievance procedures shall be final and binding upon both parties.

C. Reckoning of Time

When any employee reports for work and there is no work provided by the Individual Employer he/she shall be paid two (2) hours show-up at the applicable rate. If work is suspended on account of weather, or any other conditions beyond the direct control of the Individual Employer, the employee shall be entitled to show-up time only if he/she remains on the job site for two (2) hours pending abatement of such weather or other condition, unless sent home earlier by the Individual Employer and/or the prime contractor or governing agency. If after work is begun, work is suspended on account of weather conditions or any other condition, not less than four (4) hours shall be paid at the applicable rate and time worked after four (4) hours shall be reckoned with by the hour and half-hour at the applicable rate.

D. Overtime

- (1) One and one-half (1-1/2) the straight time hourly rate of pay shall be paid for all work performed in excess of forty hours (40) a week or eight hours (8) a day and the sixth (6th) consecutive day worked or Saturdays.
- (2) Two times (2x) the straight time hourly rate of pay shall be paid for all work performed on the seventh (7th) consecutive day worked or Sundays and holidays referenced in this Agreement, except as otherwise provided in this Agreement.
- (3) In the event that work cannot be performed Monday through Friday because of inclement weather, major mechanical breakdown, or lack of materials beyond the control of the Individual Employer, employees (at their option) may make up such day on Saturday or scheduled sixth (6th) consecutive workday and shall be paid at the applicable straight time rate up to forty (40) hours a week or eight (8) hours a day.
- (4) If for any reason the project owner, prime contractor, awarding agency or government authority imposes limited days and/or hours of availability and work cannot be performed Monday through Friday, work performed on Saturday and Sunday shall be paid at the straight time rate when legally permitted. On Saturday and Sunday, work in excess of the regularly established shift shall be paid at the applicable overtime rate.

Employees who are required to work on jobs subject to limited days and hours of operation, and who have accumulated forty (40) or more hours of work in the preceding week (Monday through Friday inclusive), shall be compensated at the appropriate overtime rate of pay for all hours worked on Saturday and Sunday.

- (5) If and when a work week of four-tens (4 x 10) is legally permitted to pay straight time up ten (10) hours a day for four (4) days a week, the Individual Employer may work such a schedule Monday through Thursday at ten (10) hours a day. After ten

(10) hours per day or forty (40) hours per week, the employee shall be paid at the applicable overtime rate.

On work weeks of four-tens (4 x 10), Friday and Saturday may be designated a straight time make-up day in the event certain work cannot be performed Monday through Thursday because of inclement weather, major mechanical breakdown or other conditions beyond the control of the Individual Employer, employees (at their option) may make up such day on Friday or Saturday, whichever the case may be, and shall be paid at the applicable straight time rate up to forty (40) hours a week or eight (8) hours a day.

The Union must be notified prior to the Employer implementing a four-ten (4 x 10) work week.

E. Travel Time

- (1) Any employee operating, or responsible for the control of, a company vehicle being used to transport personnel, equipment and/or supplies to and from the Individual Employer's regularly established shop or yard to the first job site and from the last jobsite to the established shop or temporary yard or is required to load or unload material or perform other work at the Individual Employer's shop or yard shall be compensated per hour as referenced in Section 15 (Wage Rates and Classifications).

Note: All Travel Time Hours will be paid at one and one-half (1-1/2) times the Travel Time Hourly Rate. Fringe Benefits contributions are not required for travel time hour.

- (2) Any employee who is a passenger in but is not directly responsible for the control of a company vehicle being used to transport personnel, equipment and/or supplies to and from the Individual Employer's regularly established shop or yard to a job site or is not required to load or unload material or perform other work at the Individual Employers shop or yard shall be deemed to be in the vehicle voluntarily. Therefore, this voluntary status means this employee is not subject to compensation.
- (3) Any employee, including any passenger, required to travel between job site locations or from one job site to other during his/her shift in the work day shall be compensated at his/her regular hourly wages. This compensation shall include all contractually mandated fringe benefit contributions.
- (4) In addition to reporting of fringe benefits as set forth in Section 16 (Fringe Benefits), the Trust Funds may implement procedures for the accurate reporting of travel time hours as required above by this Agreement. The parties expressly agree that among the procedures that can be implemented by the Trust Funds for proper recording of travel time are the following:
 - (a) identification of travel time on monthly report forms or other procedures that require the Individual Employer to list separately for each employee the number of hours worked or paid at the travel time wage rate under this Agreement.
 - (b) any alleged violation of travel time of travel time reporting shall be subject to the grievance procedures in this Agreement.

F. Shift Work

There is no requirement to pay a shift differential or a shift premium on shift work.

Section 13 Recognized Holidays

The following days are recognized as holidays: Every Saturday and Sunday in the year, except as otherwise provided herein: New Year's Day, President's Birthday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day After Thanksgiving Day and Christmas Day. If any of the above holidays fall on Sunday, the Monday following shall be considered a holiday. Martin Luther King, Jr. Day will become a recognized holiday when and if the five basic crafts adopt it as a holiday.

Section 14 Liability of the Parties

- A. It is mutually understood and agreed that neither the Employer, any Individual Employer, the Union nor any Local Union shall be liable for damages caused by the acts or conduct of any individual or group of individuals who are acting or conducting themselves in violation of the terms of this Agreement without authority of the respective party, provided that such action or conduct has not been specifically authorized, participated in, fomented or condoned by the Employer, the Individual Employer, the Union or Local Union, as the case may be.
- B. In the event of any unauthorized violations of the terms of this Agreement, responsible and authorized representatives of the Union, Local Union, the Employer or Individual Employer, as the case may be, shall promptly take such affirmative action as is within their power to correct and terminate such violation for the purpose of bringing such unauthorized persons into compliance with the terms of this Agreement. Such individuals acting or conducting themselves in violation of the terms of this Agreement shall be subject to discipline, up to and including discharge.

Section 15 Wage Rates and Classifications

Wage Rates: In each group, two different wage rates will apply for each classification, except for the Stripper and related classifications in which wage rates apply for all 46 Northern California counties.

Wage Rate A – Will apply to the following six (6) counties: Alameda, Contra Costa, Marin, San Francisco, San Mateo and Santa Clara.

Wage Rate B – Will apply to the following forty (40) counties: Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Sierra, Shasta, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba.

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TRAFFIC CONTROL AND RELATED CLASSIFICATIONS

Journeyperson Traffic

Control Person I

(Holds current Individual Employer's supervisor rating. Able to read plans, layout of traffic control, crash cushions, construction area signage.)

Effective Date	6/30/14	6/29/15	6/27/16	6/26/17	6/25/18	Travel Time Hourly Rate*
Rate A	\$28.44	**	**	**	**	\$10.00
Rate B	\$27.44	**	**	**	**	\$10.00

Journeyperson Traffic

Control Person II

(Installation and removal of traffic control, crash cushions, construction area signage.) Normally works under the supervision of a Journeyperson Traffic Control Person I

Effective Date	6/30/14	6/29/15	6/27/16	6/26/17	6/25/18	Travel Time Hourly Rate*
Rate A	\$25.94	**	**	**	**	\$10.00
Rate B	\$24.94	**	**	**	**	\$10.00

Truck Mounted or Trailer Mounted

Attenuators (crash/impact cushion)

Vehicle

Effective Date	6/30/14	6/29/15	6/27/16	6/26/17	6/25/18	Travel Time Hourly Rate*
Rate A	\$28.14	**	**	**	**	\$10.00
Rate B	\$27.14	**	**	**	**	\$10.00

Construction Zone Traffic Control

Pilot Car

(Guides traffic through the construction zone with the help of the flaggers.)

Effective Date	6/30/14	6/29/15	6/27/16	6/26/17	6/25/18	Travel Time Hourly Rate*
Rate A	\$28.14	**	**	**	**	\$10.00
Rate B	\$27.14	**	**	**	**	\$10.00

Flag Person

Effective Date	6/30/14	6/29/15	6/27/16	6/26/17	6/25/18	Travel Time Hourly Rate*
Rate A	\$28.14	**	**	**	**	\$10.00
Rate B	\$27.14	**	**	**	**	\$10.00

* All Travel Time Hours will be paid at one and one-half (1-1/2) times the Travel Time Hourly Rate.

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HIGHWAY IMPROVEMENT AND RELATED CLASSIFICATIONS

Wage Rates apply for all 46 Northern California Counties.

GROUP 1

(Traffic Striping Applicator; Layout, alignment, and installation of all Striping and delineation utilizing all Coatings materials and products (paints, thermoplastics, tapes, epoxies, etc.), skilled in all aspects of the layout, installation, and removal of the overall striping and delineating operations, including operation of all related machinery and equipment.

Effective Date	6/30/14	6/29/15	6/27/16	6/26/17	6/25/18	Travel Time Hourly Rate*
	\$31.85	**	**	**	**	\$21.23

GROUP 2

Traffic Delineating Device Applicator; Locate and apply raised and recessed pavement markers, (includes operator of recess cut machine), install traffic signs, rumble and traffic bars, adhesives, guide markers (glue down and drive-in types), and other delineating devices, including operation of all related machinery and equipment.

Traffic Protective System Installer; installs, removes, and relocates roadside and parking area barricades, fencing, cable anchors, guard rail, reference signs, and monument markers.

Pavement Markings Applicator; locate and apply Markings (words, arrows, cross walks, etc.) utilizing all coatings materials (paints, thermoplastics, tapes, epoxies, high friction surfacing, etc.)

Power Broom Sweeper; operation of all related machinery and equipment related to highway improvement; Handling of related materials.

Decorative Asphalt Surfacing Applicator; such as the installation of preformed thermoplastic material and/or pattern-imprinted or stamped asphalt, including operation of all related machinery and equipment.

Effective Date	6/30/14	6/29/15	6/27/16	6/26/17	6/25/18	Travel Time Hourly Rate*
	\$30.35	**	**	**	**	\$20.23

GROUP 3

Traffic Surface Abrasive Blaster, Pot Tender, removal of all traffic stripes, pavement markings, and pavement markers by any method (sandblasting, waterblasting, shot blast, grinding, etc.), and preparation of surfaces prior to application of striping materials and pavement markers, including operation of all related machinery and equipment. Bob Cat/Skid Steer; Forklift, Surface cleaning on streets, highways, and airports by any means.

Effective Date	6/30/14	6/29/15	6/27/16	6/26/17	6/25/18	Travel Time Hourly Rate*
	\$28.60	**	**	**	**	\$19.07

GROUP 4

Parking Lots, Gamecourts, & Playgrounds Striping Applicator (includes Protective Coating, Pavement Sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts, playgrounds, and tracks, whether indoor or outdoor; installation of carstops; operation of all related machinery and equipment; handling of related materials.)

Decorative Asphalt Surfacing Laborer (includes the handling of decorative asphalt surfacing material; used primarily for properties including but not limited to intersections, parking areas,

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streets, highways and walkways; operation of all related machinery and equipment.) Normally works under the supervision of a Decorative Asphalt Surfacing Applicator.

Effective Date	6/30/14	6/29/15	6/27/16	6/26/17	6/25/18	Travel Time Hourly Rate*
	\$26.50	**	**	**	**	\$17.67

* All Travel Time Hours will be paid at one and one-half (1-1/2) times the Travel Time Hourly Rate.

In addition to reporting of fringe benefits as set forth in Section 16 (Fringe Benefits), the Trust Funds may implement procedures for the accurate reporting of hours worked by all employees covered by this Agreement in San Joaquin, Tuolumne, and Yolo Counties. The parties expressly agree that among the procedures that can be implemented by the Trust Funds for proper recording of hours worked are the following:

- (a) monthly report forms or other procedures that require the Individual Employer to list separately for each County and each employee the number of hours worked or paid in the San Joaquin, Tuolumne, and Yolo Counties under this Agreement.
- (b) any alleged violation of reporting for the three (3) Counties shall be subject to the grievance procedures in this Agreement.

FUTURE INCREASES:

June 30, 2014	\$1.35*	**	****
June 29, 2015	\$1.40*	**	****
June 27, 2016	\$1.50*	**	****
June 26, 2017	\$1.60*	**	****
June 25, 2018	\$1.65*	**	*** ****

* The parties agree that sufficient contributions will be made available from these increases to the Pension Fund to support any rehabilitation/funding improvement schedule adopted by the bargaining parties. Additional money required for such rehabilitation/funding improvement schedule shall be reallocated from the existing wages and/or fringe benefits.

** To be allocated among wages and/or fringe benefits at the Union's discretion.

*** If an early extended Agreement is negotiated prior to June 25, 2018, Individual Employers who do not extend said Agreement shall be subject to an additional twenty-five cents (\$.25) per hour increase, effective June 25, 2018 for a total increase of one dollar and ninety cents (\$1.90). If an early extended Agreement is not negotiated prior to June 25, 2018, the total increase on June 25, 2018 shall be one dollar and ninety cents (\$1.90).

**** Effective March 4, 2013, the Union may at its discretion redirect up to fifty cents (\$0.50) per hour from the annuity contribution to wages and/or other fringe benefits. Any such allocation shall automatically revert back to the annuity on June 30, 2014.

In the event the Laborers Health and Welfare Trust Fund falls below a six (6) month reserve, any package increase negotiated by the collective bargaining parties, shall be reviewed at least ninety (90) days prior to the effective date of such increase, and by mutual agreement such monies as are deemed necessary to provide sufficient reserve (not less than six (6) months), shall be allocated to the Health and Welfare Trust Fund. Such monies as are determined appropriate for this allocation shall have as their intent to build a six (6) month reserve.



When the Pension Plan is fully funded (100%), the parties agree to enter into discussions for the disposition of the monies that have been allocated for the rehabilitation/funding improvement plan.

Section 16 Fringe Benefits

- A. In continuation of the Laborers Health and Welfare Trust Fund for Northern California, the Laborers Pensions Trust Fund for Northern California, the Laborers Vacation-Holiday-Dues Supplement Trust Fund for Northern California, and the Laborers Training and Retraining Trust Fund for Northern California (provided for in Trust Agreements dated March 4, 1953, August 2, 1963, June 4, 1963, November 19, 1968 and December 31, 1975, respectively, as amended and modified, and the appropriate plans adopted there under), each Individual Employer shall pay hourly contributions for each paid for and/or worked, including overtime pay, shift pay, show-up time pay and similar payments in accordance with the schedule specified in this Section, as follows:

TRAFFIC CONTROL AND RELATED CLASSIFICATIONS

EFFECTIVE DATE	6/30/14	6/29/15	6/27/16	6/26/17	6/25/18
Health & Welfare	\$6.54	\$ **	\$ **	\$ **	\$ **
Retiree Health & Welfare	\$.30	\$ **	\$ **	\$ **	\$ **
Pension	\$8.96	\$ **	\$ **	\$ **	\$ **
#Annuity	\$1.14	\$ **	\$ **	\$ **	\$ **
Vacation/Holiday/Dues Supplement	\$2.63	\$ **	\$ **	\$ **	\$ **
***Training-Retraining/ Apprenticeship/LECET	\$.41	\$ **	\$ **	\$ **	\$ **
Contract Administration	\$.08	\$ **	\$ **	\$ **	\$ **
Industry Stabilization Fund	\$.14	\$ **	\$ **	\$ **	\$ **

** To be allocated among wages and/or fringe benefits at the Union's discretion.

*** Effective 6/26/06 four cents (\$.04) per hour is earmarked for L.E.C.E.T.

Effective 7/1/12, the Union may at its discretion redirect up to fifty cents (\$0.50) per hour from the annuity contribution to wages and/or other fringe benefits. Any such allocation shall automatically revert back to the annuity on June 30, 2014.

HIGHWAY IMPROVEMENT AND RELATED CLASSIFICATIONS

EFFECTIVE DATE	6/30/14	6/29/15	6/27/16	6/26/17	6/25/18
Health & Welfare	\$6.54	\$ **	\$ **	\$ **	\$ **
Retiree Health & Welfare	\$.30	\$ **	\$ **	\$ **	\$ **
Pension	\$8.13	\$ **	\$ **	\$ **	\$ **
Annuity	\$1.01	\$ **	\$ **	\$ **	\$ **
Vacation/Holiday/Dues Supplement	\$2.48	\$ **	\$ **	\$ **	\$ **
***Training-Retraining/ Apprenticeship/LECET	\$.39	\$ **	\$ **	\$ **	\$ **
Contract Administration	\$.08	\$ **	\$ **	\$ **	\$ **
Industry Stabilization Fund	\$.11	\$ **	\$ **	\$ **	\$ **

** To be allocated among wages and/or fringe benefits at the Union's discretion.

*** Effective 6/26/06 four cents (\$.04) per hour is earmarked for L.E.C.E.T.

- B. Each Individual Employer shall be subject to and entitled to the benefits of all of the provisions of the Trust Agreement specified herein establishing said Funds and any amendment or modifications or amendments or modifications. In order to provide for benefits to employees without disruption during periods of contract negotiations and to assure an orderly means of collecting Trust Fund contributions during such periods, each signatory Individual Employer agrees that he or it shall be obligated to contribute to each and every Trust Fund referred to in this Agreement for any period following their termination date of this Agreement unless and until a lawful impasse occurs or until a successor Agreement is negotiated. Each signatory Individual Employer further agrees that any and all said Trust Funds may enforce this obligation by action to collect such delinquent contributions filed in any court of competent jurisdiction.
- C. The Health and Welfare Plan shall be supplemented to provide that the Trustees shall apply amounts from the contributions specified in this Agreement to such Plan for the purpose of providing benefits to employees retired pursuant to the Provisions of the Laborers Pension Trust Fund for Northern California.
- D. The Union and the Employer agree that the Individual Employer covered by this Agreement may continue the coverage of their supervisory personnel above the rank of foreman in the Laborers Health and Welfare Trust Fund for Northern California, the Laborers Pension Trust Fund for Northern California, the Laborers Vacation-Holiday-Dues Supplement Trust Fund for Northern California, and the Laborers Training and Retraining Trust Fund for Northern California, by paying into all Trust monthly on the basis of one hundred seventy (170) hours per month in accordance with the schedules set forth in this Agreement, regardless of the hours worked by any such employee in a month, provided, however, the Individual Employer having made one (1) payment on an employee shall continue to make such payment so long as the employee is in his employ.
- E. Apprenticeship and Training
- Individual Employers covered by the terms of this Agreement agree to pay into the Northern California Laborers Apprenticeship and Training Program for each hour worked or paid for on all classifications contained in this Agreement.
- F. Joint Labor/Management Training Advancement and Oversight Committee, due to the unique nature of this industry, it is of particular importance for all positions to be staffed with highly trained and competent personnel. To this end, the training advancement and oversight committee will consist of three delegates from labor and three delegates from management. They shall have the duty, and the responsibility, to meet and develop an appropriate training curriculum to fill the needs of this industry.

The Training and Oversight Committee shall monitor and revise the curriculum, processes, and operations of the training program on an ongoing basis to insure the changing needs of the industry continue to be met through the appropriate use of personnel and resources.

- G. Industry Stabilization

Individual Employers covered by the terms and conditions of this Agreement agree to pay into the Industry Stabilization Fund for each hour worked or paid for on all classifications contained in this Agreement.

The purpose of such funds shall be to enhance the monitoring of public works projects relative to Employer compliance with State, Federal or other public agency public works wage and hour laws. Such contributions shall continue until written notice by the parties signatory hereto. Such trust fund shall be administered jointly by the signatory parties.

- H. Any Individual Employer who is found to be delinquent as a result of an audit will pay and satisfy such delinquency with accrued interest and in addition pay liquidated damages. All delinquent contributions shall bear simple interest at the rate of one and one-half percent (1.5%) per month until receipt of payment. Subject to accounting verification, liquidated damages shall be assessed on delinquent contributions at a flat rate of one hundred and fifty dollars (\$150.00) per month to reflect the internal administrative costs incurred by the trust administrators in monitoring and tracking such late contributions. The cost of any audit shall be borne by the Individual Employer if the delinquency disclosed by the audit is in excess of one thousand dollars (\$1,000.00) and is not the result of a clerical error. When economic conditions warrant, the Trustees of the Trust Funds specified in this Agreement are authorized to amend the liquidated damages and interest provisions of this Agreement. Any adjustments implemented by the Trustees shall be reflective of true increases in the administrative and legal costs associated with the recovery of delinquent Trust Fund contributions.

Section 17 Delinquency Withdrawals

In the event that the Board for Trustees of a Fund into which the Individual Employers are required to pay, determine that an Individual Employer is delinquent in the making of any payments required by Section 16 (Fringe Benefits) hereof, it shall not be a violation of this Agreement, so long as such delinquency continues, if the Union withdraws employees from such Individual Employer and such action shall not be a strike or work stoppage within the terms of this Agreement. Any employees so withdrawn or refusing to perform any work as herein provided shall not lose their status as employees but no such employee shall be entitled to claim or receive any wages or other compensation for any period during which he has been so withdrawn or refused to perform any work.

Section 18 Security for Individual Employer Payments into Trust Funds

- A. Each Individual Employer delinquent by one (1) or more months in making the payment set forth in Section 16 (Fringe Benefits) above shall be notified by mail by the Administrator of the Trust or Trusts applicable of such delinquency. Copies of such notices shall be sent to the Individual Employer and to the Union.
- B. Each such delinquent Individual Employer shall, within five (5) days of the receipt of such notice (certified mail), give a satisfactory bond in a sum equal to two (2) times the amount of the delinquency. Such amounts are to be determined by the Administrator of the Trust or Trusts applicable. Such bond is not in any way to be construed as in lieu of any payments required under this Agreement.
- C. All such bonds shall be deposited with the Administrator and shall be in a form acceptable by the Administration of the various Trusts.
- D. If the bond must be used to make any payments under Section 16 (Fringe Benefits), the money shall be pro-rated among the amounts owed by such Individual Employer, with the first priority to the Vacation-Holiday-Dues Supplement Trust Fund, and the balance dispersed equally to the Health and Welfare, Pension and Training and Retraining Trusts.

- E. Whenever an Individual Employer fails to deposit a satisfactory bond within the time provided by this Section, if the notice herein provided for has been given, the Local Union shall not be required to dispatch employees, and further economic action by the Union to obtain compliance of this Section will not be a violation of Section 5 (No Cessation of Work) of this Agreement.
- F. Any employees so withdrawn or refusing to perform any work as herein provided, shall not lose their status as employees, but no such employee shall be entitled to claim or receive any wages or other compensation for any period during which he has been so withdrawn or refused to perform any work.
- G. Whenever any Individual Employer covered by this Agreement is delinquent with respect to the payment of any contributions or other sum of money due to any Trust Fund specified in this Agreement, the Union may withdraw workmen and place appropriate pickets at the premises of the Individual Employer or places where said Individual Employer is performing work.

Section 19 Supplemental Dues

Effective July 1, 2013, for all work performed, upon authorization as required by law, the amount of ninety-one cents (\$.91) per hour for each hour paid or worked, shall be transmitted from the Vacation-Holiday benefit of each laborer and shall be remitted directly to the Union.

The Union shall bear all responsibility and liability for ensuring that any and all sums received as supplemental dues are supported by proper written authorization from the employee. The Union shall indemnify, defend and hold the Individual Employer harmless to the maximum extent permitted by law from any and all claims, liability and damages arising from contentions and/or findings that supplemental dues have been collected in an unauthorized or otherwise improper manner.

Section 20 Geographic and Market Conditions

The parties to this Agreement recognize the necessity of assuring the competitive position of the parties within the industry during the term of this Agreement. Consistent with that recognition, the parties will continually monitor the effectiveness of this Agreement relative to specific geographic or market area and will endeavor, by mutual agreement; to initiate such modifications to the Agreement during its term as may be necessary to assure the work opportunities of the employees and the competitive position of the Individual Employers.

Section 21 General Savings Clause

It is not the intent of either party hereto to violate laws, rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter or of this Agreement, and the parties hereto agree that in the event any provisions of this Agreement are finally held or determined to be illegal or void as being in contravention of any such laws, rulings or regulations; nevertheless, the remainder of the Agreement shall remain in full force and effect, unless the parts so found to be void are wholly inseparable from the remaining portion of this Agreement. The parties agree that if and when any provisions of this Agreement are finally held or determined to be illegal or void, they will then promptly enter into lawful negotiations concerning the substance thereof.

It is the intent of the parties to this Agreement that each and every, all and singular, of the provisions of this Agreement be fully in accordance with Federal and State Law. Its interpretation and the

interpretation of each of the provisions of this Agreement is therefore intended to apply no broader than that permitted by law.

Section 22 Change of Name or Style

- A. This Agreement is binding upon each Individual Employer regardless of whether he or it changes the name or style or address of his or its business. Each Individual Employer shall give notice in writing to said District Council of any intent to change the name, style or address of his or its business, or to perform business under more than one name or style or at more than one address, prior to the adoption of a new or different same, style or address, or the addition of new names or styles or addresses, as specified herein.
- B. Nothing in this paragraph shall be construed as adding to the scope of work covered by this Agreement.

Section 23 Warranty

Each of the persons executing this Agreement on behalf of their respective Individual Employers or Unions hereby warrants his authority to execute this Agreement and to bind the respective party on whose behalf he signs.

Section 24 Subsistence

A. TRAFFIC CONTROL

Subsistence shall be according to the Laborers' Master Agreement. In outlying areas according to the subsistence map. Laborers shall be paid twenty-four dollars (\$24.00) per day.

B. STRIPER AND RELATED CLASSIFICATIONS

Striper and Related Classifications ONLY - Subsistence / Per Diem

Per Diem Definition

Per Diem shall be compensation paid to Employees in the event that they are required to stay overnight. Effective at the date of publishing in the General Prevailing Wage Rates, the amount of said compensation shall be sixty dollars (\$60.00) for each night, or the Employer, at his option, shall provide reasonable overnight accommodations plus twenty-five dollars (\$25.00) per night.

Per Diem Application

Employees traveling wherein the distance from the Individual Employers' permanently established yard to the jobsite is greater than seventy-five (75) aeronautical miles shall be subject to per diem. In this event, should the Employees be required by the Individual Employer to stay overnight, the Employees shall receive per diem. Should the Employees be required to return to the Individual Employer's yard in lieu of staying overnight, the Employees shall receive one-half (½) per diem; thirty dollars (\$30.00), in addition to any travel time the Employees may be entitled to receive.

Employees traveling wherein the distance from the Individual Employer's permanently established yard to the jobsite is less than seventy-five (75) aeronautical miles shall not be

subject to per diem unless the Employees are required by the Individual Employer to stay overnight. In this event, the Employees shall be entitled to per diem.

Per Diem Payment

The amount of per diem shall be paid before leaving the Individual Employer's yard in the event that the Employees are required to stay overnight. In lieu of prepayment, the Individual Employer shall make pre-arrangements for adequate food and lodging for the Employees. Adequate food and lodging shall be defined as three (3) meals per day and a clean, safe, and sanitary place to sleep.

Per Diem Notification

Reasonable notification shall be given to all Employees who will be required to remain out of town in order to perform their work.

Section 25 Effective and Termination Date

This Agreement made as provided for herein shall remain in full force and effect until the 30th day of June 2019. The parties shall give written notice to the other not more than ninety (90) days and not less than sixty (60) days prior to the June 30 of any succeeding year a desire to change, modify or terminate this Agreement.

The parties to this Agreement recognize the necessity of assuring the competitive position of the parties within the industry during the term of this Agreement. Consistent with that recognition, the parties will continually monitor the effectiveness of this Agreement relative to specific geographic or market area and will endeavor, by mutual agreement, to initiate such modifications to the Agreement during its term as may be necessary to assure the work opportunities of the employees and the competitive position of the Individual Employers.

It is agreed that in the event either party should exercise its rights under the paragraph first above set out, they will for a period of sixty (60) days prior to the 30th day of June, 2019, or June 30th of any succeeding year bargain with each other with respect to all wage rates, working conditions and hours of employment for the work herein covered.

**2014 - 2019
Laborers Traffic
Control / Hwy
Agreement
Page 24**

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals by respective officers duly authorized to do so, this 12th day of June, 2014.

FOR THE EMPLOYER:

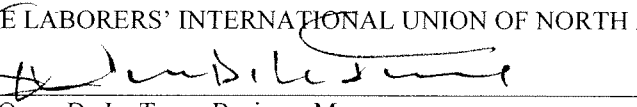
ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC.

By 
Thomas T. Holsman, CEO

By 
Mark Reynosa, Director, N.C. Industrial Relations Dept.

FOR THE UNION:

NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS OF
THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

By 
Oscar De La Torre, Business Manager

SUPPLEMENT NO. 1**LABORERS' STRIPER (PARKING & HIGHWAY
IMPROVEMENT) APPRENTICESHIP PROGRAM**

New applicants for union membership, who cannot demonstrate a minimum of 3,600 hours of experience as a Highway Improvement Laborer shall enter the Laborers Apprenticeship Program (Apprenticeship Program). If an applicant is designated a journey-level Laborer by a referring Individual Employer who states in writing that the applicant's knowledge and experience warrants journey-level status, such Employees shall be considered provisional journey-level Laborers and may retain that status so long as they are employed by the designating Individual Employer. Any provisional journey-level Laborer who is laid-off or otherwise discharged prior to working 3,600 hours may not be placed on a journey-level out of work list until assessed by the Apprenticeship Program.

Individual Employers shall participate in the Laborers Apprenticeship Program by accepting apprentices for employment upon referral by the Union. The Individual Employer shall employ one (1) apprentice after four (4) journey-level Laborers on a project. On projects with fewer than four (4) journey-level Laborers, an Individual Employer may employ one (1) apprentice per project with at least one (1) journey-level Laborer. At no time will an apprentice be working who is not under the supervision of a journey-level Laborer.

The Apprenticeship Standards approved by the Division of Apprenticeship Standards of the State of California are hereby incorporated by reference as part of this Agreement.

All apprentices shall be properly dispatched through the appropriate Local Union's hiring hall. The Individual Employer must secure a dispatch from the appropriate Local Union for any apprentices employed by the Individual Employer.

Entry into the Apprenticeship Program shall be controlled by the Laborers Joint Apprenticeship Training Committee (JATC), which shall employ appropriate screening procedures. An apprentice in good standing advances from one level to another only upon determination of satisfactory performance by the JATC, which shall have the authority to grant accelerated credit where warranted by the performance of an individual apprentice. The JATC may also grant credited hours to an apprentice who received work experience and/or training prior to entry into the Apprenticeship Program. The JATC will not unreasonably withhold entry and advancement in the Apprenticeship Program for provisional journey-level Laborers after their employment with a referring Individual Employer is terminated.

An apprentice should, whenever possible, be rotated by the Individual Employer through different types of work so as to become trained in a variety of operations and work skills. Where the Individual Employer is unable to provide an apprentice with experience in the full range of craft skills causing the apprentice to exceed the number of hours allotted to a given work process, the JATC may coordinate with the Local Union to reassign the apprentice to other employment in order to provide that experience. For so long as the Individual Employer is able to provide the necessary range of employment experience, the Individual Employer may choose to retain the apprentice from job to job but shall notify the Local Union and JATC of all reassignments.

The Individual Employer shall release the apprentice to enroll in Related and Supplemental Instruction (RSI) when the apprentice is notified of mandatory training. An apprentice shall not be penalized for taking time off from work to receive RSI as required by the Apprenticeship Program. The Laborers Apprenticeship Program shall endeavor to notify the Individual Employer of any upcoming RSI

MEMORANDUM OF UNDERSTANDING

Charter Cities

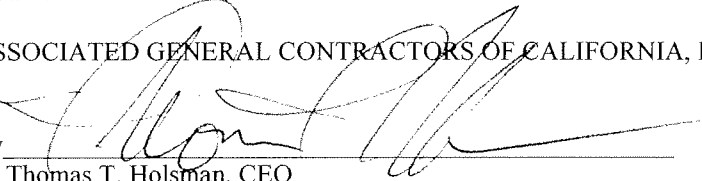
The purpose of this Understanding is to clarify that the terms and conditions, including wages and fringe benefits, of the 2014-2019 AGC/Laborers Master Traffic Control/Highway Improvement Agreement shall not apply to maintenance work performed for a Charter City which has not adopted the California State mandated prevailing wages.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals by respective officers duly authorized to do so, this 12th day of June, 2014.

FOR THE EMPLOYER:

ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC.

By


Thomas T. Holsman, CEO

By


Mark Reynosa, Director, N.C. Industrial Relations Dept.

FOR THE UNION:

NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS OF
THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

By

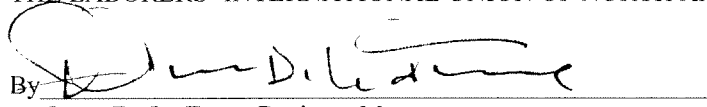

Oscar De La Torre, Business Manager

EXHIBIT B

**NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS
46 NORTHERN CALIFORNIA COUNTIES
MEMORANDUM AGREEMENT**

It is hereby mutually understood and agreed by and between the undersigned Individual Employer and the Northern California District Council of Laborers for and on behalf of all affiliated Local Unions in the 46 Northern California Counties, hereinafter referred to as Union, that for and in consideration of services performed and to be performed by Laborers for the Individual Employer, the Individual Employer agrees to comply with all wages, hours, and working conditions set forth in the Laborers' Master Agreement for Northern California by and between the Associated General Contractors of California, Inc. [Traffic Control and Highway Improvement Agreement] and the Union July 1, 2014 through June 30, 2019 (which agreement is incorporated herein by reference and a copy of which has been delivered to me and receipt of which is hereby expressly acknowledged), which amends, modifies, supplements and renews each and every, all and singular previous Laborers' Master Agreements or Individual Employer Memorandum Agreement in the construction industry in the 46 Northern California Counties and any future modifications, changes, amendments, supplements, extensions or renewals of or to said Master Agreement which may be negotiated between the parties thereto for the term thereof.

The Individual Employer and/or association by executing this Memorandum Agreement continues to be bound by each and every of the Memoranda previously signed by said Individual Employer and/or association, if any, for all work performed by said Individual Employer as described in said Master Agreement and as covered by said Master Agreement regardless of the name or style or method of organization of any Individual Employer entity and specifically applies to any company, firm or corporation in the construction industry with which or to which the undersigned has any connection of any nature or kind whatsoever.

The Union has requested recognition as the Section 9(a) representative of the employees performing Laborers work covered by this Agreement and has demonstrated or offered to demonstrate through authorization cards that it has the support of the majority of these employees. The Employer and each Individual Employer expressly acknowledge that they and each of them have satisfied themselves that the Union and/or each of its local affiliates represents a majority of the employees employed to perform Laborers' work and agrees that the Union and/or each of its constituents is the collective bargaining representative of such employees. The Employer on behalf of itself and each of its members and each Individual Employer specifically agrees that it and they are establishing or have established a collective bargaining relationship by this agreement within the meaning of Section 9(a) of the National Labor Relations Act of 1947, as amended. The Union is recognized as the sole and exclusive bargaining agent for itself, the Northern California District Council of Laborers and all of its affiliated Local Unions.

Any dispute concerning this recognition shall be resolved by the neutral Arbitrator pursuant to the procedures set forth in Section 9 (Grievance Procedure) of the Laborers' Master Agreement, either during the term of this Agreement or anytime thereafter, whenever the issue is raised by either party. The Employer, on behalf of itself and each of its members and each Individual Employer, specifically agrees that the neutral Arbitrator may order (as the Arbitrator deems appropriate) the parties to bargain in good faith for any period following a written notice of termination of the Agreement unless and until a lawful impasse occurs or until a successor Agreement is negotiated.

The Individual Employer agrees to pay all sums of money for each hour paid for or worked by employees performing work covered by said Master Agreement to each and every all and singular of the Trust Funds specified in said Master Agreement, at their offices in Fairfield, Calif. and to accept and assume and be bound by all of the obligations of any trust agreement, plans, or rules or any amendments, modifications, or changes, thereof made by the parties thereto as are now or may hereafter be imposed upon any Individual Employer by or pursuant to any such trust, trust fund or plan as set forth in the Master Agreement or any applicable trust agreement, including the obligation to pay liquidated damages and other sums due upon delinquency as provided in said trust agreements. The Individual Employer hereby acknowledges receipt of copies of each of said trust agreements.

The Individual Employer further agrees that he or she does irrevocably designate and appoint the Employer Members of said Trust Fund and Plan mentioned in the Master Agreement as his or her attorneys in fact for the selection, removal, and substitution of trustees or board members as provided in the trust agreements or plans or as may be hereafter provided by or pursuant to said trust agreements or plans.

Notwithstanding any provision of the Master of this Agreement, it is understood that the Individual Employer is required to give written notice to said District Council of the name or names of any entity, person, firm, or corporation engaged in the construction industry with which the undersigned becomes or is now connected and any change of name or style under which the undersigned will be or is engaged in the construction industry in the territory covered by said Master Agreement. Such written notice must be given no less than 10 days prior to the date of any such change of name, new corporation, change or corporation status, creation or formation of any entity, etc.

Notwithstanding any provisions of the Master Agreement or this Agreement, the Union reserves the right to strike (provided, however, that no aspect of the subcontractors' clause, including its enforcement, may be enforced by or subject to strike action) or process the dispute through the grievance procedure, or both, the Individual Employer for alleged contract violations or breach of this Agreement and such strike shall not be deemed a breach of contract by the Union. Submission of any grievance involving the undersigned Individual Employer shall be to the permanent neutral arbitrator provided in the grievance procedure of the Master Agreement. Claims for unpaid wages or trust fund contributions may be submitted to the Labor Commissioner at the sole option of the Union or the appropriate trust fund at anytime, in addition to any other remedy provided by the Master Agreement or this Agreement or by law.

The Union agrees to perform all of the provisions of the Agreement hereinabove referred to.

This Agreement shall be binding upon the heirs, executors, administrators, successors, purchasers, and assigns of the Individual Employer, including any name or style to which business is conducted with respect to work covered by this Agreement.

It is the intention of the undersigned to enforce the provisions of this Agreement only to the extent permitted by law. Except as set forth below, the Individual Employer waives any right that he or it may have to terminate, abrogate, repudiate or cancel this Agreement during its term, or during the term of any future modifications, changes, amendments, extensions, or supplements, renewals of or to said Master Agreement, or to file or process any petition before the National Labor Relations Board seeking such termination, abrogation, repudiation or cancellation.

This Agreement shall remain in full force and effect until June 30, 2019, and shall continue thereafter for the term of any future modifications, changes, amendments, supplements, extensions, or renewals of or to said Master Agreement which may be negotiated between the parties thereto unless either party to this Memorandum Agreement gives written notice to the other of the desire to change or cancel not more than ninety (90) days nor less than sixty (60) days prior to June 30, 2019, or June 30th of any year in which the Master Agreement may terminate.

Dated: This 29 day of May, 2015

Effective: This 1 day of May, 2015

NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS

By: 

Oscar De La Torre, Business Manager


LOCAL UNION NO. 185

By: 

Gary Sharrett, Business Representative

NCDCL/tle/fopeliu29 (aff-cto)

T AND S DUBE, INC.
(Name of Individual Employer and/or Association)

By: 
(Signature of Individual Employer or Authorized Representative)

Title President
(Owner, Partner, Foreman, etc.)

Contractor's License No. 983087

Address: PO BOX 270936

Swanville, CA 96127

Telephone Number (530) 864-8105

Facsimile Number (530) 250-5875

RECEIVED

JUN 03 2015

NCDCL

EXHIBIT C

LONG FORM STANDARD SUBCONTRACT

This "Subcontract" is made at Redding, Ca.

as of this 19th day of January, 2015 between:

CONTRACTOR

Name Tullis, Inc.

Address P.O. Box 493416, Redding, Ca. 96049

Phone/Email (530) 241-5105

and

SUBCONTRACTOR

Name T AND S DVBE Inc.

Address P.O. Box 270936, Susanville, Ca. 96127

Phone/Email (530) 864-8105

On or about the 17th day of November, 2014, Contractor entered into a "Prime Contract" with:

OWNER

Name California Department of Transportation

Address 1727 30th Street, Sacramento, Ca. 95816-8041

to construct the Project described in Section 1.

The Project is financed by:

CONSTRUCTION LENDER (if applicable)

Name Owner

Address _____

The Project is to be constructed in accordance with the Prime Contract and the plans and specifications. Said plans and specifications have been prepared by or on behalf of

ARCHITECT/ENGINEER

Name Owner

Address _____

Phone/Email _____

SECTION 1. ENTIRE CONTRACT

Contract Documents. The phrase "Contract Documents" is defined to mean this Subcontract, including any and all addenda and attachments hereto, and, the plans, specifications and other contract documents attached to or incorporated into the Prime Contract, including:

for the "Project" known as Hwy 97 Weed #02-4G00U4

and located at Siskiyou County, 02-Sis-97-2.1/2.5.

Subcontractor certifies that it is fully familiar with all of the terms of the Prime Contract, the location of the job site, and the conditions under which the Work is to be performed and that it enters into this Subcontract based upon its investigation of all such matters and is not relying on any opinions or representations of Contractor. This Subcontract represents the entire agreement between Contractor and Subcontractor, and supersedes any prior oral or written agreements or representations. The Prime Contract is incorporated in this Subcontract by reference, insofar as it relates in any way, directly or indirectly, to the Work. Subcontractor agrees to be bound to Contractor in the same manner and to the same extent as Contractor is bound to Owner under the Prime Contract, including, but not limited to, all applicable terms and provisions thereof. Where, in the Prime Contract, reference is made to Contractor, and the work or specifications therein pertain to Subcontractor's trade, craft or type of work, such work or specifications shall be interpreted to apply to Subcontractor instead of to Contractor.

SECTION 2. SCOPE

Subcontractor agrees to furnish all labor, materials, equipment and other facilities required to complete the following "Work":

Item #3 Flagging (partial)

As per attached quotation dated 10/16/14

for the Project in accordance with the Contract Documents and as more particularly specified in:

California Department of Transportation Standard Specifications dated 2010 and Standard Plans dated 2010

In the event of any dispute between Contractor and Subcontractor over the scope of the Work under the Contract Documents, Subcontractor will not stop Work but will prosecute the Work diligently to completion as directed by Contractor, and the dispute will be submitted for resolution in accordance with Section 17.

SECTION 3. SUBCONTRACT PRICE

Contractor agrees to pay Subcontractor for the strict performance of the Work the sum of: _____

See attached rate sheet _____ \$(_____)

or as set out in Section 26, subject to additions and deductions for changes in the Work as may be directed in writing by Contractor, and to make payment in accordance with Section 4.

items with such skill and care as to insure a satisfactory completion of the Work. Use of such items or commencement of Work by Subcontractor in such areas shall be deemed to constitute acceptance thereof by Subcontractor. Loss or damage due to acts of Subcontractor shall be charged to the account of Subcontractor and deducted from monies otherwise due under this Subcontract.

SECTION 12. PROTECTION OF WORK

Subcontractor shall effectually secure and protect the Work and assume full responsibility for the condition thereof until final acceptance by Architect/Engineer, Owner and Contractor. Subcontractor further agrees to provide such protection as is necessary to protect the work and the workers of Contractor, Owner and other subcontractors from Subcontractor's operations.

Subcontractor shall be liable for any loss or damage to any work in place or to any equipment and materials on the job site caused by it or its agents, employees or guests.

SECTION 13. LABOR RELATIONS

- 13.1** Subcontractor shall keep a representative at the job site during all times when the Work is in progress, and such representative shall be authorized to represent and bind Subcontractor as to all phases of the Work. Prior to commencement of the Work, Subcontractor shall provide Contractor with contact information for Subcontractor's representative, and in the event of any change of representative, Subcontractor shall provide Contractor with contact information for the new representative, prior to the change becoming effective.

Subcontractor agrees to be bound and to comply with all the terms and conditions of the labor agreements listed in Section 25 to the same degree and extent as if Subcontractor were a party to those agreements, including payments into the employee benefit trust funds required by the labor agreements listed in Section 25, and including Subcontractor's submission to, and Subcontractor's compliance with, the arbitration and other dispute resolution requirements of the labor agreements listed in Section 25. Subcontractor agrees to comply with the terms and provisions contained in such agreements for resolution of jurisdictional disputes. In the absence of any such procedure, or if such procedure fails to promptly resolve any jurisdictional dispute, Subcontractor agrees, at its own cost and expense, upon request of Contractor, to take any and all lawful steps to secure a binding and final determination of said jurisdictional dispute by the National Labor Relations Board.

Subcontractor acknowledges that terms and conditions of the labor agreements listed in Section 25 may require that Subcontractor comply with additional labor agreements with unions affiliated with the American Federation of Labor and Congress of Industrial Organizations (AFL-CIO) but not listed in Section 25. If the terms and conditions of the listed labor agreements so require, Subcontractor shall perform the Work pursuant to all terms and conditions of the labor agreement with a union affiliated with the AFL-CIO.

Should there be picketing on the job site, and Contractor establishes a reserved gate for Subcontractor's use, Subcontractor shall continue the proper performance of the Work without interruption or delay.

Subcontractor further promises and agrees that it will bind and require all of its subcontractors and their subcontractors performing any Work of the type covered by any of the labor agreements listed below to agree to all of the foregoing promises and undertakings, to the same effect as herein provided.

- 13.2** Subcontractor hereby acknowledges that it is thoroughly familiar with all DBE/MBE/WBE/DVBE requirements pertaining to the Project. If Subcontractor claims status as a DBE/MBE/WBE/DVBE, Subcontractor shall take all steps necessary and shall make all necessary records available to Contractor

assumes all responsibility for physical damage to such equipment, materials, labor, supplies or facilities used by Subcontractor or its agents, employees or permittees. In the event that Contractor's employees are used by Subcontractor, Subcontractor shall have full responsibility for all acts or omissions of Contractor's employees with regard to Subcontractor's use or employment of them. Subcontractor accepts any and all of Contractor's equipment, materials, labor, supplies or facilities as furnished.

SECTION 21. ASSIGNMENT OF CONTRACT

Subcontractor shall not, without the prior written consent of Contractor, assign, transfer or sublet any portion or part of the Work, nor assign any payment hereunder to others.

SECTION 22. INDEPENDENT CONTRACTOR

Subcontractor is an independent contractor and shall, at its sole cost and expense, and without increase in the Subcontract Price, comply with all laws, rules, ordinances and regulations of all governing bodies having jurisdiction over the Work; obtain all necessary permits and licenses therefor, pay all manufacturers' taxes, sales taxes, use taxes, processing taxes, and all federal and state taxes, insurance and contributions for social security and unemployment which are measured by wages, salaries, or other remunerations paid to Subcontractor's employees, whether levied under existing or subsequently enacted laws, rules or regulations. Subcontractor, upon request, shall furnish evidence satisfactory to Contractor that any or all of the foregoing obligations have been fulfilled.

SECTION 23. CLEAN-UP

At all times during the course of construction, Subcontractor shall perform the Work so as to maintain the Project site in a clean, safe and orderly condition. Upon completion of the Work, Subcontractor shall remove from the site all hazardous materials, temporary structures, debris and waste incident to its operation and clean all surfaces, fixtures, equipment, etc., affected by the performance of the Work.

SECTION 24. ATTORNEYS' FEES

In the event the parties become involved in litigation or arbitration with each other arising out of this Subcontract or other performance thereof in which the services of an attorney or other expert are reasonably required, the prevailing party shall be fully compensated for the cost of its participation in such proceedings, including the cost incurred for attorneys' fees and experts' fees. Such attorneys' fee award shall not be computed in accordance with any court schedule, but shall be such as to fully reimburse all attorneys' fees actually incurred in good faith, regardless of the size of a judgment, it being the intention of the parties to fully compensate for all attorneys' fees and experts fees paid or incurred in good faith. In the case of a dispute under the Prime Contract dispute resolution provisions, Subcontractor shall be entitled to such attorneys' fees and other costs as may be provided for under the Prime Contract.

SECTION 25. LABOR AGREEMENTS

The Contractor is signatory to the following labor agreements covering work on this Project:

Operating Engineers

Local Laborers

SECTION 26. SPECIAL PROVISIONS:

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTOR'S STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CA 95826.

WHEREFORE, this Subcontract is executed by Contractor and Subcontractor on the dates set forth above their signatures below.

Dated: 1/19/15

Dated: 1-19-15

CONTRACTOR:

Tullis, Inc.

By: 

Lyle Tullis, President
(NAME & TITLE)

295418

(CONTRACTOR'S LICENSE NO.)

SUBCONTRACTOR:

T AND S DVBE Inc.

By: 

Sharon Forde, V.P.
(NAME & TITLE)

983087

(CONTRACTOR'S LICENSE NO.)